PUBLIC TENDER DOCUMENTATION

for the preparation of tenders in the public tender procedure titled:

Tender procedure for the selection of the statutory auditor for Česká podnikatelská pojišťovna, a.s., Vienna Insurance Group within the Tender procedure for the selection of the statutory auditor for VIG Group

This document constitutes an official invitation to participate in the tender procedure. It defines the rules of the tender procedure and requirements on the structure, contents and scope of the tenders. The tender procedure is initiated by sending this document. According to these documents, this tender procedure is not a procedure to award a public contract under Act No. 134/2016 Coll., on awarding of public procurement, as amended. It is announced by the contracting entity with a view to obtaining the most suitable tender. Persons who directly participate in the announcement of this tender procedure or are members of the evaluation committee may not participate in the tender procedure.

1. CONTRACTING ENTITY

Česká podnikatelská pojišťovna, a.s., Vienna Insurance Group
registered in the Commercial Register kept by the Municipal Court in Prague under File No. B 3433,
Registered office: Prague 8, Pobřežní 665/23, Postal Code 186 00
Id. No.: 63998530
Tax Id. No.: CZ63998530 VATnumber: CZ699000955
(hereinafter "**ČPP**")

1.1. Person authorised to act for the contracting entity

Ondřej Roček, Deputy Director of the Economic Department, Kooperativa pojišťovna, a.s., Vienna insurance Group.

E-mail: ondrej.rocek@vig.cz

1.2. Contact persons

In matters concerning the tender procedure and information on the Tender Documentation:

Jiří Zdílna, Senior buyer for Česká podnikatelská pojišťovna, a.s., Vienna Insurance Group
E-mail: jzdilna@koop.cz

The above-specified contact person arranges contact between the tenderers and the contracting entity. Any contact with other than the above-specified employees of the contracting entity during the period for the submission of tenders will be considered a breach of the terms of the tender procedure. A tenderer who thus breaches the terms of the tender procedure may be excluded from the tender procedure.

Any and all communication from the tenderers concerning the tender procedure shall take place exclusively by e-mail or, in the case of a tender in printed form, shall be sent to the above-specified address.

1.3. Rights of the contracting entity

The contracting entity reserves the right to change or cancel the procedure, not to accept a tender to the full extent, divide the contract into individual performances, supplement or modify the draft contract, and reject all submitted tenders. The contracting entity reserves the right not to give reasons for its decisions.

Before making a decision on the selection of the most suitable tender, the contracting entity reserves the right to verify the information specified in the tender.

The contracting entity reserves the right to change the tender procedure to a procedure comprising several rounds, including an electronic auction.

In further rounds, the contracting entity may request the following:

- visit to the tenderer's operation premises;
- supplementation of the submitted underlying documents; changes may also be made in the tender specifications.

The costs of preparation of the tender and participation in the tender procedure shall be borne by each tenderer. Neither the tenders nor their individual parts will be returned to the tenderers.

2. SUBJECT OF THE TENDER PROCEDURE

The tender procedure concerns the provision of "the statutory auditor services for Česká podnikatelská pojišťovna, a.s., Vienna Insurance Group within the Tender procedure for the selection of the statutory auditor for VIG Group.

For detailed specification of the subject of performance, see Annex 1 – Subject of the Tender Procedure Part I and II.

Tenderers may send any questions regarding the subject of the tender procedure by electronic means,specifically
by e-mail to the address set out in par. 1.2, not later than by August 31, 2021 by 16.00 p.m. The contracting entity will respond in the same form not later than 2 days before the deadline for the submission of tenders. The contracting entity reserves the right to decide, at its own discretion, whether the contracting entity will answer any questions and, if so, whether they will be answered partially or fully. The questions and answers shall always be sent to all the participants who have confirmed their participation in the tender procedure with binding effect and, at the same time, specified their contact persons.

In justified cases, a tenderer may ask the contracting entity's contact persons to organise a consultation meeting at the contracting entity's registered office, with a view to clarifying the contracting entity's answers. The contracting entity reserves the right to decide, at its own discretion, whether such a consultation meeting will take place. Minutes of any consultation meeting will be sent to all the participants who have confirmed their participation in the tender procedure with binding effect and, at the same time, specified their contact persons.

3. TIMETABLE OF THE TENDER PROCEDURE

Step in the tender procedure	**Date/deadline**
Announcement of the tender procedure	2 July 2021
The tenderers confirm their interest in participating in the tender procedure on the basis of the tender dossier received	15 August 2021
The tenderers send questions concerning the subject of the tender procedure (assignment)	31 August 2021
The contracting entity answers the tenderers' questions	30 September 2021
The tenderers submit their tender offers	15 October 2021
Presentation of tender offers submitted by selected tenderers	October/November 2021
Submission of the final offers to Česká podnikatelská pojišťovna, a.s., Vienna Insurance Group and VIG Group	15 December 2021
Decision on the selection of the statutory auditor at the General Meeting of Česká podnikatelská pojišťovna, a.s., Vienna Insurance Group	2022

The contracting entity has the right to change the dates/deadlines set out in the Tender Documentation without stating a reason.

4. PLACE AND TIME OF PERFORMANCE

The place of performance of the subject of the tender procedure is *the registered office of the contracting entity: Pobřežní 665/23, 186 00 Prague 8.*

It is anticipated that the performance of the subject of the tender procedure will begin in 2023.

It is expected that the performance of the subject of the tender procedure will end in 2024, with the possibility of prolonging the performance up to a total of 4 years, i.e. until 2026 included.

5. TENDER PRICE

The tenderers shall specify their respective tender prices for the subject of the tender procedure in accordance with the terms of reference and the tender specifications. Each tenderer's tender price shall be drawn up in the structure specified in Annex 1 Part I and Part II and in the format pursuant to Annex 2.

Tenderers are responsible for ensuring that their tender prices meet all the requirements of the contracting entity.

If a tenderer is already aware at the time of submitting an application for participation in the tender procedure that the tenderer will propose a procedure requiring the acquisition by the contracting entity of equipment or services (hereinafter "resources") necessary for the subject of performance, the tenderer shall enclose an indicative price list for these resources as part of the tender, including any potential future payments related to the acquisition of these resources.

If a tenderer or a third party with whom the tenderer plans to co-operate in the tender procedure develops, distributes or provides in any other manner, for consideration, resources addressing a functionality required in the tender procedure, the tenderer shall attach an indicative price list for these resources as part of the tender, including all potential future payments related to the acquisition of these resources.

These tender prices will include all the costs related to arranging for the entire process.

Tenderers are obliged to specify prices for the individual items excl. VAT and the VAT rate.

If a tenderer is not a registered VAT payer, the tenderer shall not specify the tax and shall state that the tenderer is not a payer expressly in its tender (in the part where the tender price is specified).

The contracting entity requires that the prices be fixed for a period of at least for the year 2023 (period of execution of the contract with the tenderer) plus the 3 next consecutive years by 2026 incl. Tenderers acknowledge that by submitting their tenders, they agree to this price fixation. Tenderers may incorporate in their respective proposals any requirements (options) for price changes.

Tenders comprising a suspiciously low price will be strictly excluded from the tender procedure.

The contracting entity advises the tenderers that given the importance of the tender procedure, the tenders will be very carefully checked and evaluated. If any price agreements (cartel agreements) are found, the tenderers will be immediately excluded at any stage of the tender procedure.

6. PAYMENT TERMS

The contracting entity agrees to pay the price to the contractor on the basis of a tax receipt (invoice).

Invoices shall be payable no less than 30 days of the date of their delivery to the contracting entity.

Physical invoices must be sent including all confirmed bills of delivery or acceptance records.

Invoices must have the requisites of a tax receipt in terms of Section 29 of Act No. 235/2004 Coll., on value added tax, as amended, and must be issued pursuant to Section 11 (1) of Act No. 563/1991 Coll., on accounting, as amended.

If an invoice does not contain the above requisites or if these requisites are specified incorrectly, the contracting entity may return the invoice to the contractor by its due date. The contractor is then obliged to issue a new invoice with a new maturity period. In that case, the contracting entity is not in delay with payment of the original invoice. The contracting entity reserves the right to set off the due amount invoiced by the contractor against any contractual penalty charged by the contracting entity.

7. RISK ELIMINATION

Tenderers shall specify how they will eliminate the possibility of non-compliance with the required quality, volume, IT security or the required deadline (timetable) of the subject of performance.

Tenderers shall describe the process in any complaints procedure (commencement of the complaints procedure, justified, unjustified complaint, etc.).

Furthermore, the tenderers shall propose contractual penalties and fines in the draft contract. The contracting entity may specify fixed contractual penalties in the Tender Dossier. Furthermore, contractual penalties and fines may be subject to negotiations on the contract with the winner of the tender procedure.

The contracting entity further anticipates execution of a contract with a notice period which corresponds to the nature of delivery of the subject of performance.

8. REQUIREMENTS FOR UNIFORM MANNER OF PREPARING TENDERS

Tenderers shall submit their tenders in writing in one original counterpart and one copy in accordance with the contracting entity's formal, technical and contractual terms.

The original counterpart of the tender shall be marked on the title page as "ORIGINAL" and each of the copies shall be marked as "COPY No. X". In case of any discrepancy among the individual counterparts of a tender, the wording of the original counterpart shall be considered decisive.

Each tender, including all the documents and annexes, brochures and expert materials, shall be drawn up in English. It shall be printed in high quality so that it is easily legible and does not contain any corrections and overwriting that could mislead the contracting entity. All the sheets in the tender shall be firmly attached or bound together so as to be sufficiently secured against removal from the tender. All the pages in the tender, or more specifically its individual counterparts, shall be numbered in an ascending continual series.

The electronic version of each tender shall contain all the textual and table parts of the tender, in Microsoft Word and Microsoft Excel formats.

Each tender, including the required documents, shall be signed by the tenderer's governing body or a person authorised to sign the tender. In the latter case, the tenderer shall submit a document on authorisation of the given person by the governing body in a separate annex to the tender.

Tenderers shall draw up their tenders in both printed and electronic versions in accordance with the structure of the tender specified in Annex 1 – Part I Tender Offer Structure and Part II Additional Tender Offer Requirements. A tender may not refer to a draft contract. Failure to submit any part of a tender under Annex 1 – Part I Tender Offer Structure and Part II Additional Tender Offer Requirements – or non-compliance with the tender structure may be a reason for excluding the tenderer from the tender procedure.

9. CONFIRMATION OF INTEREST IN PARTICIPATING IN THE TENDER PROCEDURE

A tenderer shall express its interest in participating in the tender procedure by sending a properly filled-in document "Confirmation of interest in participating in the Tender Procedure" (see Annex 3 – Confirmation of Interest in Participating in the Tender Procedure).

The contracting entity requests that a confirmation of interest in participating in the tender procedure be sent electronically to the e-mail address specified in paragraph 1.2, according to the timetable in Article 3.

This document shall be signed by the tenderer's governing body or authorised representative.

At the same time, the tenderer shall provide contact details of the responsible person (e-mail address, telephone number) to whom instructions regarding the further procedure within the tender procedure will be directed.

10. MANNER OF SUBMITTING THE TENDER

The printed version of the tenders shall be delivered in a firmly sealed and secured envelope with a stamp or signature of the tenderer's governing body or person authorised to represent the tenderer across the seals.

The properly sealed envelope shall be marked visibly with an inscription "Tender Procedure – DO NOT OPEN" (*"Výběrové řízení – NEOTEVÍRAT"*), the name of the tender procedure and the name of the tenderer. At the same time, individual tenders shall be submitted to the contracting

entity in electronic form on a CD/DVD/USB carrier. The CD/DVD/USB carrier shall be marked with the name of the tender procedure.

The tenders shall be delivered in the above-specified form to the address of the contracting entity's registered office:

Česká podnikatelská pojišťovna, a.s., Vienna Insurance Group
Úsek řízení investic a správy majetku
Pobřežní 665/23
186 00 Praha 8

The contact person for the delivery of tenders is specified in paragraph 1.2.

The deadline for the submission of tenders is specified in the timetable in Article 3.

Tenders received after the deadline specified in the timetable will not be included in the tender procedure. Tenderers are responsible for the delivery of their respective tenders by the deadline set by the contracting entity.

11. MANNER OF EVALUATING THE TENDERS

The tenders will be evaluated by the contracting entity's evaluation committee. The tenders will be evaluated first in terms of the formal criteria and then with regard to the actual solution and the commercial terms offered. A detailed overview of the evaluation criteria is given in Annex 1 to the Tender Documentation. The results will be notified to the tenderers in writing.

Subsequently, a contractual relationship will be established with the winner(s) of the tender procedure.

12. FINAL PROVISIONS

In accordance with the applicable provisions of the Civil Code, participation of a tenderer in the tender procedure until the final evaluation of the tender procedure is not understood as giving rise to the tenderer's right to enter into a contract with the contracting entity.

All the data and information contained in the tender specifications, tenders and underlying documents are confidential in the sense of the Civil Code, as amended, and may not be used for any purpose other than for which they were provided, and may not be otherwise published.

Without the contracting entity's consent, the tender specifications or parts thereof may not be copied, reproduced or provided to third parties.

The following annexes form an integral part of this Tender Documentation:

Annex 1 – Annex 1 – Part I Tender Offer Structure and Part II Additional Tender Offer Requirements

Annex 2 – Form for Specification of the Tender Price – xls Document

Annex 3 – Declaration of Participation in the Tender Procedure

Annex 4 – Declaration of Confidentiality

Annex 5 – Declaration of Independence

In Prague, on 2. 7. 2021

For Česká podnikatelská pojišťovna, a.s., Vienna Insurance Group

Ing. Mgr. Judita Říhová	Ing. René Činátl
Director of the Economic Department	General Secretary